

Saldivar, Christina

From: Joseph J. Brennan <jbrennan@walterhav.com>
Sent: Friday, December 10, 2021 9:03 AM
To: Saldivar, Christina; burnett@mentorschools.org; Rick Kolar
Cc: Todd, Michael; Vargas, Yeyzy
Subject: RE: U.S. EPA - Mentor Public Schools: AHERA Inspection Follow Up
Attachments: Responses to EPA Follow-Up Questions.pdf; EA - Requested Training Documents.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Enf-Isnp Correspondences

Christina,

Following up to the below, attached please find documents responsive to your November 22 request. Please let me know if you have any follow up questions or concerns.

Thank you,

Joseph J. Brennan

PARTNER
DIRECT LINE (216) 928-2899
CELL PHONE (216) 401-4205
1301 E. Ninth St. | Suite 3500 | Cleveland, OH 44114



CLEVELAND | COLUMBUS | MAYFIELD HEIGHTS



TRANSFER LARGE FILES TO ME

ATTENTION: This e-mail message, including any attachment, is sent by the law firm of Walter | Haverfield LLP and may contain PRIVILEGED and CONFIDENTIAL INFORMATION. If you are not the intended recipient, then please (i) do not print, forward, or copy this e-mail, (ii) notify us of the error by a reply to this e-mail, and (iii) delete this e-mail from your computer. Thank you.

From: Saldivar, Christina <saldivar.christina@epa.gov>
Sent: Monday, November 22, 2021 9:46 AM
To: Joseph J. Brennan <jbrennan@walterhav.com>; burnett@mentorschools.org; Rick Kolar <Kolar@mentorschools.org>
Cc: Todd, Michael <Todd.Michael@epa.gov>; Vargas, Yeyzy <Vargas.Yeyzy@epa.gov>
Subject: U.S. EPA - Mentor Public Schools: AHERA Inspection Follow Up

Joe, Kathy, and Rick:

Thank you for taking the time out of your busy schedule to meet with Yeyzy, Michael and I, and for preparing the AHERA compliance documentation for EPA's inspection on November 16, 2021. Your time and participation was much appreciated.

As mentioned during the inspection, EPA requests that the following documentation to be submitted on or before **December 10th**:

- School Building Information – Please provide a list identifying the built year for each school building Mentor Public Schools owns. Please also provide the year the school opened as well.
- Custodial Training Documentation – Please provide all records demonstrating that employed custodial staff at Mentor Public Schools completed any asbestos awareness training or similar training prior to calendar year 2021.
- Previous Asbestos Management Plan – Please provide Mentor Public School's initial asbestos management plan dated prior to April 2010 demonstrating Mentor Public Schools was in compliance with the AHERA requirements.

Please let me know if additional time is needed to submit the requested documentation.

If you have any questions on EPA's inspection or on the requested follow up items, please do not hesitate to contact me.

Thanks,

Christina

Christina Saldivar (she/her/them)
Case Enforcement Officer
TSCA Lead-Based Paint and Asbestos in Schools
Pesticides and Toxics Compliance Section
U.S. EPA | Region 5
77 West Jackson Blvd, Chicago, IL 60604
Mailcode: ECP-17J
Direct: 312-886-0755
Fax: 312-980-8744
Email: saldivar.christina@epa.gov



EPA – Lead-Based Paint Program:
<https://www.epa.gov/lead>

<https://espanol.epa.gov/plomo>

EPA – Asbestos Program:

<https://www.epa.gov/asbestos>

Report Environmental Violations:

<https://echo.epa.gov/report-environmental-violations>

CONFIDENTIALITY NOTICE – UNCLASSIFIED INFORMATION

This message is intended exclusively for the individual(s) of entity(s) to which it is addressed. This communications may contain information that is proprietary, privileged, or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by email and delete all copies of the message.

Responses to U.S. EPA November 22, 2021 Information Request
Mentor Public Schools: AHERA Inspection

1. **School Building Information** – Please provide a list identifying the built year for each school building Mentor Public Schools owns. Please also provide the year the school opened as well.
 - a. **Mentor High School** - Originally constructed 1965, do not have the year school was opened
 - b. **Memorial Middle School** - Originally constructed 1922, do not have the year school was opened
**building closed, gutted, and remodeled in 1990 - reopened in 1991
 - c. **Shore Middle School** - Originally constructed 1949, do not have the year school was opened
 - d. **Fairfax Elementary** - Originally constructed 1967, do not have year the school was opened
 - e. **Garfield Elementary** - Originally constructed 1938, do not have year the school was opened
 - f. **Hopkins Elementary** - Originally constructed 1960, do not have year the school was opened
 - g. **Orchard Hollow Elementary** - Originally constructed 1969, do not have year the school was opened
 - h. **Lake Elementary** - Originally constructed 1969, do not have year the school was opened
 - i. **Sterling Morton Elementary** - Originally constructed 1961, do not have year the school was opened
 - j. **Ridge Elementary** - Originally constructed 1963, do not have the year the school was opened
 - k. **Cardinal Autism Resource Educational School (CARES)** - Originally constructed 1954, do not have the year the school was opened
**Former Headlands Elementary, closed approximately 13 years ago gutted and remodeled to open CARES

Responses to U.S. EPA November 22, 2021 Information Request
Mentor Public Schools: AHERA Inspection

1. **Bellflower Elementary** - Originally constructed 1973, do not have the year the school was opened
2. **Custodial Training Documentation** – Please provide all records demonstrating that employed custodial staff at Mentor Public Schools completed any asbestos awareness training or similar training prior to calendar year 2021.
 - a. Please see attached documentation.
3. **Previous Asbestos Management Plan** – Please provide Mentor Public School’s initial asbestos management plan dated prior to April 2010 demonstrating Mentor Public Schools was in compliance with the AHERA requirements.
 - a. Documentation cannot be located or provided.

Set up for Summer 2010



EA GROUP

March 29, 2010

Ms. Jen Skulski
Mentor Public Schools
6451 Center Street
Mentor, OH 44060

*IN Service
for Head Cust
& Maintenance*

Dear Ms. Skulski:

In order to complete the upcoming three year asbestos reinspection and update to your Asbestos Management Plan, our inspector will need your assistance to obtain the information we need. Following is a summary of the documents and information that we will need to have available at the time of the reinspection.

Documents needed:

1. Copy of Current Asbestos Management Plan and any prior updates
2. Copy of most recent reinspection report and Periodic Surveillance Reports (6- month interim inspections) *Head Custodians*
3. Copies of annual notification forms
4. Documentation of Employee Asbestos Training

Information we will need:

*Need For
Inspection*

1. Name of current LEA designee/Asbestos program Manager (including documentation of training) *Rick*
2. Have any asbestos Response Actions (abatement projects) been performed since the last inspection? If so, we will request a description of the work performed and documentation if available.
3. Have any new buildings been constructed or new building materials been installed since the last Reinspection? If so we will request a description, and additional survey or certification may be required.
4. Have any materials that were previously assumed to contain asbestos been sampled and analyzed? If so we will request additional information.

We appreciate your cooperation in compiling this information and we realize some documents and data may not be readily available. However, in order to determine your compliance status, we will need to address all of these issues.

Sincerely,
EA Group

Amy Cseh
Amy Cseh
Account Representative

*Will provide 2 hr training of all
Head Custodian + maintenance at the
beginning of summer. \$400*

RECEIVED
FEB 25 2013
MAIL ROOM



EA GROUP

Environmental Analysis
and Management

February 21, 2013

Mr. Rick Kolar
Mentor Public Schools
6451 Center Street
Mentor, Ohio 44060

RE: **Class IV Asbestos Awareness Training Course – February 8, 2013**
Parma City Schools, Parma, Ohio
OH37120

Dear Mr. Kolar:

EA Group, Mentor, Ohio was contracted by Mentor Public Schools to provide a Class IV Asbestos Awareness training course for 41 employees, which was conducted by EA Group's licensed Asbestos Hazard Evaluation Specialist Scott Landis, ES31801, on January 28, 2013.

Enclosed are Certificates of Completion for the employees who attended the training course and passed the exam (all passed), along with copies of the sign-in sheets.

If you have any questions or require additional information, please contact the undersigned. Thank you for consulting EA Group.

Sincerely,

EA Group

Timothy S. Bowen,
Vice President/Technical Director

ASBESTOS AWARENESS TRAINING

Mentor City Schools

January 28, 2013

Printed Name

Signature

1. Matthew L. Gordin

Matthew L. Gordin

2. Robert Owens

Robert Owens

3. Chris Bowman

Chris Bowman

4. DONNA WEYER

Donna Weyer

5. Fei Lon Yung

Fei Lon Yung

6. Rick Lucas

Rick Lucas

7. Don Uline

Don Uline

8. Kevin Turchetta

Kevin Turchetta

9. Rick RADABAUGH

Rick Radabaugh

10. James Kuhn

James Kuhn

11. Ken Flanagan

Ken Flanagan

12. ERIC H. Condy

Eric H. Condy

13. ALAN R. SIMPSON

Alan R. Simpson

14. Paul Branker

Paul Branker

15. Bill Miller

Bill Miller

ASBESTOS AWARENESS TRAINING

Mentor City Schools

January 28, 2013

Printed Name

Signature

16. Doug Mares
17. Roy Fleming
18. Gary H. M. Knstark
19. Anthony Seifert
20. Eric Elias
21. Douglas W. Pringle
22. MICHAEL COLLINS
23. RUSSELL KANDA
24. Ron Duke
25. Frank Pachiggen
26. Bill Morgan
27. ROBERT BROOKS
28. JOSEPH A. RAY
29. RICHARD PETERS
30. Joe Kunst

- Doug Mares
- Roy Fleming
- Gary H. M. Knstark
- Anthony Seifert
- Eric Elias
- Douglas W. Pringle
- Michael Collins
- Russell Kanda
- Ron Duke
- Frank Pachiggen
- Will T. Morgan
- Robert Brooks
- Joseph A. Ray
- Richard Peters
- Joe Kunst

ASBESTOS AWARENESS TRAINING

Mentor City Schools

January 28, 2013

Printed Name

Signature

31. Lynn Miller

Lynn Miller

32. Kim Kotze

Kim Kotze

33. Traci Elston

Traci Elston

34. Slavica Ivkovic

Slavica Ivkovic

35. Faith Shope

Faith Shope

36. Frank Elliott FRANK ELLIOTT

Frank Elliott

37. Brian Waterhouse

Brian Waterhouse

38. Tim Young

Tim Young

39. STEVE EBERT

Jim Shoen

40. RONALD KRENISKY

41. Jerome Mountain

Jerome Mountain

42.

43.

44.

45.

Custodian Sign-In Sheet

IN SERVICE 8/4/14

Asbestos Awareness
+ Safety Training

NAME	SIGN-IN
Mentor High School	
Swider, Mike	
Duke, Ron	Ron Duke
Clapp, Ryan	Ryan Clapp
Collins, Mike	
Evangelista, Dominic	Dominic Evangelista
Henry, Charles III	Charles Henry III
Morgan, William	William Morgan
Mountain, Jerome	
Pachinger, Frank	Frank Pachinger
Pringle, Doug	Doug Pringle
Prostak, Vickie	Vickie Prostak
Randa, Russell	
Striskovic, Kresimir	Kresimir Striskovic
Williams, David	David Williams
Skinner, Ron	
Memorial Middle	
Ebert, Steve	
Hawkins, Liz	Liz Hawkins
Mapes, Doug	Doug Mapes
Phillips, Steve	
Duncan, Keith	Keith Duncan
Ridge Middle	
Miles, Vern	Vern Miles
Harmon, Robert	Robert Harmon
Elias, Eric	Eric Elias
Yung, Fei Lon	Fei Lon Yung
Ray, Christopher	

8/4/14 Asbestos Awareness + Safety Training

Shore Middle	
Miller, Bill	<i>Bill Miller</i>
Elston, Traci	<i>Traci Elston</i>
Hammerstrand, Gary	
Hungerford, Rick	<i>Rick Hungerford</i>
Bellflower Elementary	
Bowman, Chris	<i>Chris Bowman</i>
Elliott, Frank	<i>Frank Elliott</i>
Waterhouse, Brian	<i>Brian Waterhouse</i>
Brentmoor Elementary	
Uline, Don	<i>Don Uline</i>
Young, Tim	<i>Tim Young</i>
Ray, Christopher	<i>Christopher Ray</i>
Fairfax Elementary	
Peters, Rich	
Brooks, Robert	<i>Robert Brooks</i>
Garfield Elementary	
Mossbruger, Craig	<i>Craig Mossbruger</i>
Ivkovic, Slavica	<i>Slavica Ivkovic</i>
Rehner, Chris	<i>Chris Rehner</i>
CARES	
Lucas, Rick	
Hopkins Elementary	
Miller-Taylor, Lynn	
Kotze, Kim	<i>Kim Kotze</i>
Lake Elementary	
Owens, Keith	<i>Keith Owens</i>
Brooks, Robert	

8-4-14 Askeston Awareness + Safety Training

Sterling Morton	
Merrill, Rod	<i>Rod Merrill</i>
Shope, Faith	<i>Faith Shope</i>
Orchard Hollow	
Krenisky, Ron	
Gerardi, Roger	
Rice	
Granger, Paul	<i>PAUL GRANGER</i>
Fleming, Roy	<i>Roy Fleming</i>
Administration Building	
Spahlinger, Cheryl	
Service Bldg/MHS Stad.	
Steadman, Chuck	<i>Chuck Steadman</i>

Service Building Sign-In Sheet

8-4-14 Asbestos Awareness + Safety Training

NAME	
Maintenance	
Connolly, Eric	
Flanigan, Ken	
Kuhn, Jim	
Radabaugh, Rick	
Simpson, Al	
Wulfert, Rich	
Groundskeeper	
Hejduk, Chad	
McDonald, Joe	
Parker, Jason	
Penkava, John	
Wagner, Lee	
Chauffeur/Material Handler	
Keener, Art	
Langdon, John	
McClure, Jim	
Kovach, Jeff	

Aug 5, 2016

LCHD - Food Protection
 OSHA Chem - Equipment Care
 EA - 2 Hr Asbestos

Custodian Sign-In Sheet

NAME	SIGN-IN	
Mentor High School		
Collins, Mike	<i>Mike Collins</i>	
Elias, Eric	<i>Eric Elias</i>	
Duke, Ron	<i>Ron Duke</i>	
Duncan, Keith		
Evangelista, Dominic	<i>Dominic Evangelista</i>	
Maul, Alicia	<i>Alicia Maul</i>	
McKenna, Kim	<i>Kim McKenna</i>	
Morgan, William	<i>William Morgan</i>	
Plummer, Frank	<i>Frank Plummer</i>	
Pringle, Doug	<i>Doug Pringle</i>	
Prostak, Vickie	<i>Vickie Prostak</i>	
Randa, Russell		
Striskovic, Kresimir	<i>Kresimir Striskovic</i>	
Swider, Mike	<i>Mike Swider</i>	
Williams, David	<i>David Williams</i>	
Zaller, Camille	<i>Camille Zaller</i>	
Memorial Middle		
Clapp, Ryan		
Ebert, Steve	<i>Steve Ebert</i>	
Elston, Traci	<i>Traci Elston</i>	
Hawkins, Liz	<i>Liz Hawkins</i>	

Phillips, Steve	<i>Steve Phillips</i>	
Spencer, Bruce	<i>Bruce Spencer</i>	
Ridge Middle		
Merrill, Rod	<i>Rod Merrill</i>	
Ray, Chris	<i>Chris Ray</i>	
Yung, Fei Lon	<i>Fei Lon Yung</i>	
Shore Middle		
Hammerstrand, Gary		
Hungerford, Rick	<i>Rick Hungerford</i>	
Miller, Bill		
Taylor, Bob	<i>Bob Taylor</i>	
Blair, Heather	<i>Heather Blair</i>	
Bellflower Elementary		
Bowman, Chris		
Steadman, Chuck	<i>Chuck Steadman</i>	
Waterhouse, Brian	<i>Brian Waterhouse</i>	
Brentmoor Elementary		
Uline, Don	<i>Don Uline</i>	
Nykiel, Jack	<i>Jack Nykiel</i>	
Young, Tim	<i>Tim Young</i>	
Fairfax Elementary		
Brooks, Robert	<i>Robert Brooks</i>	
Edixon, Laura	<i>Laura Edixon</i>	
Elliott, Frank	<i>Frank Elliott</i>	

Garfield Elementary		
Henry, Chuck	Chuck Henry	
Hobbs, Jobie	Jobie Hobbs	
Ivkovic, Slavica		
CARES		
Lucas, Rick		
Pachinger, Frank		
Hopkins Elementary		
Miller-Taylor, Lynn	Lynn Miller-Taylor	
Kotze, Kim	Kim Kotze	
Tortorici, Christian	Christian Tortorici	
Lake Elementary		
Owens, Keith	Keith Owens Keith Owens	
Sterling Morton		
Granger, Paul	Paul Granger	
Shope, Faith	Faith Shope	
Orchard Hollow		
Krenisky, Ron		
Gerardi, Roger		
Hobbs, Jobie	Jobie Hobbs	

Aug 3, 2016

2A - 2nd Floor

Service Building Sign-Off Sheet

NAME	
Maintenance	
Connolly, Eric	<i>Eric Connolly</i>
Hupp, Chris	
Radabaugh, Rick	<i>Rick Radabaugh</i>
Simpson, Al	<i>Al Simpson</i>
Wulfert, Rich	<i>Rich Wulfert</i>
Groundskeeper	
Hejduk, Chad	
Continenza, Salvatore	
McDonald, Joe	
Wagner, Lee	
Chauffeur/Material Handler	
Keener, Art	
Langdon, John	
McClure, Jim	
Kovach, Jeff	

ELIAS Eric Maintenance / *E-D 1*

Mike Spoerke maintenance

M. S. Spoerke



Aug 3, 2016
2 Hr Asbestos

AGREEMENT

June 22, 2016

Mr. Rick Kolar
Mentor City Schools
6451 Center Street
Mentor Ohio 44060

VIA EMAIL: kolar@mentorschools.org

RE: Two Hour Asbestos Awareness Training

Dear Mr. Kolar:

The following describes our understanding of the scope of services to be performed by EA Group ("EAG" or "Consultant") for **Mentor City Schools** ("Client"), at the above referenced location (the "Job Site").

BACKGROUND

Mentor City Schools has requested EA Group to conduct an Asbestos Awareness training class for approximately 70 workers. The class will be conducted at a Mentor City School facility to be named. The time and date for the class is August 3, 2016 at 9 am.

SCOPE OF SERVICES

Awareness level training is required for maintenance and custodial staff (custodians, electricians, heating/air conditioning engineers, plumbers, etc.) who may work in a building and contact material that contains ACM and PACM (Class IV work, minimum 2 hour training). The awareness training sessions are not intended to provide the required training for Class III work (small scale removal) or removal of asbestos containing floor tile.

EA Group will provide asbestos awareness training for the selected employees. This session will also provide the required refresher training for employees who previously attended initial awareness training.

In order to provide site-specific information regarding your asbestos management procedures, we will need the following information:

1. Internal contacts for asbestos issues or emergencies
2. General information regarding the locations and types of asbestos materials in your facility.

The training will include a documentation quiz to prove achievement of learning objectives.



June 22, 2016

Mr. Rick Kolar

Mentor City Schools

RE: Two Hour Asbestos Awareness Training

Page 2

FEES

Awareness training sessions will be billed at \$400.00 per session.

Our services will be as described above unless specific changes, additions or deletions to the scope of work are submitted in writing to this office. If there is any misunderstanding or if you have any questions, please contact the undersigned.

Thank you for your cooperation and for the opportunity to provide this service.

Sincerely,

EA GROUP

Melissa Bowsher
Account Representative

Reviewed by:

Patrick Herbert
President

ACCEPTANCE

In order to initiate this work, we must receive a signed copy of this Agreement, and pre-payment in the amount of \$0.00 as a retainer fee. The remainder of the fee will be due and payable upon release of the final report.

The attached General Terms and Conditions (Revision 06) are considered an integral part of this agreement and are incorporated in their entirety.

For Mentor City Schools
(CLIENT)

Type or print signature name date

Purchase Order Number



June 22, 2016
Mr. Rick Kolar
Mentor City Schools
RE: Two Hour Asbestos Awareness Training
Page 3

GENERAL TERMS AND CONDITIONS
(Revision 06)

Standard of Performance/Warranty. The Consultant agrees to perform its services, as defined in the Scope of Work (the "Services"), in accordance with the standards for such professional services which prevail in the industry during the term of this Agreement. No other warranty of representation of the Consultant, express or implied, including but not limited to warranties of fitness for a particular purpose or merchantability, is included in this Agreement or is intended in any proposal, contract, report or other communication between the Consultant and the Client. The Consultant accepts no legal responsibility for the purpose for which the Client uses test results, unless otherwise stated by the Consultant in writing, and then only for such stated purpose.

Job Site Information and Documents. The Client will furnish to the Consultant all documents and information known to the Client which relate to the identity, location, quantity, nature of characteristics of any hazardous or toxic substances or waste, or pollutant or contaminant, which is now or has been at any time in the past at, on or under the Job Site. In addition, the Client will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface or subsurface conditions at the Job Site in the possession of the Client which may be necessary or useful to the Consultant in the conduct of the Services. The Consultant is entitled to rely upon documents and information provided by the Client in conducting the Services, and the Consultant assumes no responsibility or liability for the accuracy or completeness of such documents or information, or for any effect upon the Services which is in any way caused by or related to the inaccuracy or incomplete nature of any such documents or information. The Consultant has no duty to make any independent inquiry regarding any information about the Job Site unless the parties specifically express such a duty in writing.

Indemnification. (a) To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Client and its officers, directors, successors, subsidiaries, employees, agents and subcontractors, or otherwise related entities and individuals, if any, from and against all liability, claims, threatened claims, suits, threatened suits, damages, losses and expenses, whether direct, indirect, incidental or consequential, including but not limited to attorneys' fees and court and arbitration costs arising out of or resulting from the Consultant's sole negligence, recklessness or intentional misconduct in connection with the performance by the Consultant of the Services.

(b) To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant and its officers, directors, successors, subsidiaries, employees, agents and subcontractors, or otherwise related entities and individuals, if any (collectively, the "Indemnified Parties"), from and against all liability, claims, threatened claims, suits, threatened suits, damages, losses and expenses, whether direct, indirect, incidental or consequential, including but not limited to attorneys' fees and court and arbitration costs (collectively, "Losses") arising out of or resulting from the Consultant's performance of the Services in accordance with the Standard of Performance stated above.

Limited Liability and Remedy. Client agrees that Consultant shall not be liable to Client, or to anyone who may claim any right due to his relationship with Client, for any act(s) or omission(s) in the performance of the Services, regardless of whether such claim is based on alleged breach of contract, willful misconduct, negligent act or omission, whether personal or professional, except as follows:

(a) Consultant shall not be liable to Client in any way for its Services that are performed in accordance with the Standard of Performance/Warranty provision above. Consultant shall not be liable for failure to discover any condition that, pursuant to the Standard of Performance/Warranty provision, could not reasonably have been discovered as a result of the Scope of Work.

(b) Client and Consultant agree that neither shall be entitled to recover from the other for any indirect, special or consequential damages, injuries, or losses including lost profits or lost opportunities, sustained as a result of their actions or inactions under the Scope of Work.

(c) To the extent Consultant fails to exercise reasonable care and skill in accordance and consistent with customary industry standards and such negligence causes harm to Client, Consultant's liability to Client for damage, injury or loss resulting from, arising out of or relating to such harm shall be limited to the amount paid to Consultant.

Arbitration Provision. Consultant and Client agree that any dispute related to this contract or any of Consultant's services is subject to mandatory arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Client and Consultant agree that the venue for the arbitration is Cleveland, Ohio.

Independent Contractor. The Consultant is an independent contractor retained to perform the Services, and is not an employee, partner or joint venturer of the Client. The Consultant is not authorized to sign or create any obligations or



June 22, 2016
Mr. Rick Kolar
Mentor City Schools
RE: Two Hour Asbestos Awareness Training
Page 4

responsibility, express or implied, on behalf of or in the name of the Client in any manner whatsoever, without the express prior written consent of the Client.

Access to Job Site. Client grants to Consultant the right, exercisable from time to time, of entry to the Job Site by Consultant, its agents, employees, contractors, and subcontractors, if any, for the purpose of performing the Services as described in the proposal and for matters incidental thereto. Should Client not own the site, Client represents and warrants that it has authority and permission of the Job Site owner to grant Consultant this right of entry.

Job Site Activities. The Consultant is responsible only for its activities and those of its employees on the Job Site. The Consultant will not control and has no duty to control the operations of others on the Job Site. The Consultant has no responsibility for general Job Site safety. In addition, it is understood and agreed that the Consultant is not, and has no responsibility as, a handler, generator, operator, owner, treater, storer, transporter or disposer of hazardous or toxic substances or waste, or pollutants or contaminants, found at the Job Site.

Personal Services/Assignment. This Agreement is a personal services contract, and it is expressly agreed that the rights and interests of the Client and the Consultant may not be sold, transferred, assigned, pledged or hypothecated. This Agreement shall inure to the benefit of and be binding upon the parties hereto only. The parties do not intend that this Agreement should benefit any third party, and it is expressly agreed that the Consultant shall not be liable to any third party for any matter whatsoever arising out of or related to the Consultant's performance of any duty to the Client hereunder.

Testimony. In the event that EA is compelled, by subpoena or otherwise, to provide or produce documents or give testimony, whether at deposition, hearing or trial, in relation to services provided hereunder, then EA shall be compensated by Client for the associated reasonable expenses (including attorneys fees) and labor for EA's preparations and testimony based upon the EA rate schedule applicable at that time.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, oral or written, express or implied (including, without limitation, any bid, proposal or information contained in promotional literature), between the parties with respect to the subject matter hereof. Paragraph captions, table of contents, index, titles, headings, and running headlines contained in this Agreement or any general terms or conditions, do not affect, limit or cast light on the interpretation of the provisions to which they refer.

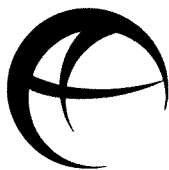
Amendment and Waiver. This Agreement shall not be amended or modified in any respect except by a written instrument signed by the parties hereto. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Ohio.

Invalid or Unenforceable Provisions. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid and unenforceable provisions were omitted.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

Payment Terms. Invoices are due and payable within 30 days from the date the Invoice is sent. A \$30.00 minimum charge may be applied to very small orders. The Consultant reserves the right to assess a late charge of the lesser of 1.5% per month or the maximum rate allowed by law on unpaid balances. The Client agrees to pay reasonable attorneys' fees, legal costs and other collection costs incurred by the Consultant in pursuit of past due payments. If payment remains past due 50 days from the date the invoice is sent, then the Consultant shall have the right to terminate this Agreement, and all reasonable demobilization and other termination costs will be paid by the client.



EA GROUP

Environmental Analysis
and Management

August 5, 2016

Mr. Rick Kolar
Mentor Public Schools
6451 Center Street
Mentor, Ohio 44060

RE: **Class IV Asbestos Awareness Training Course – August 3, 2016**
Mentor Public Schools, Mentor, Ohio
OH40133

EA Group, Mentor, Ohio was contracted by Mentor Public Schools to provide a Class IV Asbestos Awareness training course for 46 employees, which was conducted by EA Group's licensed Asbestos Hazard Evaluation Specialist Michael Kovell, ES34424, on August 3, 2016.

Enclosed are Certificates of Completion for the employees who attended the training course and passed the exam (all passed).

If you have any questions or require additional information, please contact the undersigned. Thank you for consulting EA Group.


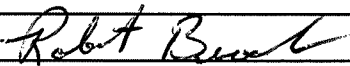
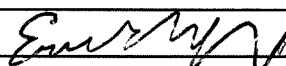

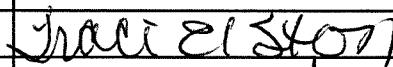
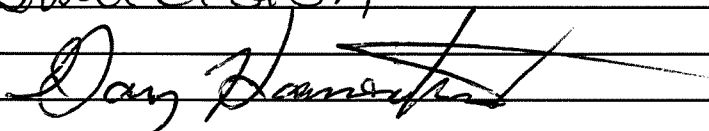
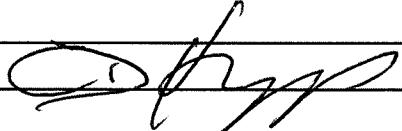
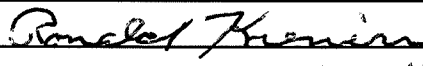
Sincerely,

EA Group

Timothy S. Bowen,
Vice President/Technical Director

Michael Kovell
ES34424

2 Hr Asbestos In-service 10/20/17

NAME	SIGN-IN
Bowman, Chris	
Brooks, Bob	
Connolly, Eric	
Ebert, Steve	
Elliot, Frank	Vacation
Elston, Traci	
Hammerstrand, Gary	
Henry, Chuck	Vacation
Hupp, Chris	
Kotze, Kim	Sick
Krenisky, Ron	

Lucas, Rick	Vacation
Merrill, Rod	Rod Merrill
Miller, Bill	Bill Miller
Miller, Lynn	Lynn Miller
Phillips, Steve	Steve Phillips
Pringle, Doug	Doug Pringle
Radabaugh, Rick	Rick Radabaugh
Simpson, Al	Sick
Spoerke, Mike	Mike Spoerke
Swider, Mike	Mike Swider
Uline, Don	Don Uline
Wulfert, Rich	Rich Wulfert
Yung, Fei Lon	Fei Lon Yung

Dave Williams

Dave Williams



IN SERVICE
Oct 20th
10-12
HS A Lec

AGREEMENT

September 11, 2017

Mr. Rick Kolar
Mentor City Schools
6451 Center Street
Mentor Ohio 44060

VIA EMAIL: kolar@mentorschools.org

RE: Two Hour Asbestos Awareness Training

Dear Mr. Kolar:

The following describes our understanding of the scope of services to be performed by EA Group ("EAG" or "Consultant") for **Mentor City Schools** ("Client"), at the above referenced location (the "Job Site").

BACKGROUND

Mentor City Schools has requested EA Group to conduct an Asbestos Awareness training class for approximately seventy (70) workers. The class will be conducted at a Mentor High School building on October 20, 2017 with an approximately start time of 10:15 am.

SCOPE OF SERVICES

Awareness level training is required for maintenance and custodial staff (custodians, electricians, heating/air conditioning engineers, plumbers, etc.) who may work in a building and contact material that contains ACM and PACM (Class IV work, minimum 2 hour training). The awareness training sessions are not intended to provide the required training for Class III work (small scale removal) or removal of asbestos containing floor tile.

EA Group will provide asbestos awareness training for the selected employees. This session will also provide the required refresher training for employees who previously attended initial awareness training.

In order to provide site-specific information regarding your asbestos management procedures, we will need the following information:

1. Internal contacts for asbestos issues or emergencies
2. General information regarding the locations and types of asbestos materials in your facility.

The training will include a documentation quiz to prove achievement of learning objectives.



September 11, 2017

Mr. Rick Kolar

Mentor City Schools

RE: Two Hour Asbestos Awareness Training

Page 2

FEES

Awareness training sessions will be billed at \$400.00 per session.

Our services will be as described above unless specific changes, additions or deletions to the scope of work are submitted in writing to this office. If there is any misunderstanding or if you have any questions, please contact the undersigned.

Thank you for your cooperation and for the opportunity to provide this service.

Sincerely,

EA GROUP

Donna J. McCaskey
Account Representative

Reviewed by:

Patrick Herbert
President

ACCEPTANCE

In order to initiate this work, we must receive a signed copy of this Agreement, and pre-payment in the amount of \$0.00 as a retainer fee. The remainder of the fee will be due and payable upon release of the final report.

The attached General Terms and Conditions (Revision 06) are considered an integral part of this agreement and are incorporated in their entirety.

For **Mentor City Schools**
(CLIENT)

Type or print signature name date

Purchase Order Number



September 11, 2017

Mr. Rick Kolar

Mentor City Schools

RE: Two Hour Asbestos Awareness Training

Page 3

GENERAL TERMS AND CONDITIONS
(Revision 06)

Standard of Performance/Warranty. The Consultant agrees to perform its services, as defined in the Scope of Work (the "Services"), in accordance with the standards for such professional services which prevail in the industry during the term of this Agreement. No other warranty of representation of the Consultant, express or implied, including but not limited to warranties of fitness for a particular purpose or merchantability, is included in this Agreement or is intended in any proposal, contract, report or other communication between the Consultant and the Client. The Consultant accepts no legal responsibility for the purpose for which the Client uses test results, unless otherwise stated by the Consultant in writing, and then only for such stated purpose.

Job Site Information and Documents. The Client will furnish to the Consultant all documents and information known to the Client which relate to the identity, location, quantity, nature of characteristics of any hazardous or toxic substances or waste, or pollutant or contaminant, which is now or has been at any time in the past at, on or under the Job Site. In addition, the Client will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface or subsurface conditions at the Job Site in the possession of the Client which may be necessary or useful to the Consultant in the conduct of the Services. The Consultant is entitled to rely upon documents and information provided by the Client in conducting the Services, and the Consultant assumes no responsibility or liability for the accuracy or completeness of such documents or information, or for any effect upon the Services which is in any way caused by or related to the inaccuracy or incomplete nature of any such documents or information. The Consultant has no duty to make any independent inquiry regarding any information about the Job Site unless the parties specifically express such a duty in writing.

Indemnification. (a) To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Client and its officers, directors, successors, subsidiaries, employees, agents and subcontractors, or otherwise related entities and individuals, if any, from and against all liability, claims, threatened claims, suits, threatened suits, damages, losses and expenses, whether direct, indirect, incidental or consequential, including but not limited to attorneys' fees and court and arbitration costs arising out of or resulting from the Consultant's sole negligence, recklessness or intentional misconduct in connection with the performance by the Consultant of the Services.

(b) To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant and its officers, directors, successors, subsidiaries, employees, agents and subcontractors, or otherwise related entities and individuals, if any (collectively, the "Indemnified Parties"), from and against all liability, claims, threatened claims, suits, threatened suits, damages, losses and expenses, whether direct, indirect, incidental or consequential, including but not limited to attorneys' fees and court and arbitration costs (collectively, "Losses") arising out of or resulting from the Consultant's performance of the Services in accordance with the Standard of Performance stated above

Limited Liability and Remedy. Client agrees that Consultant shall not be liable to Client, or to anyone who may claim any right due to his relationship with Client, for any act(s) or omission(s) in the performance of the Services, regardless of whether such claim is based on alleged breach of contract, willful misconduct, negligent act or omission, whether personal or professional, except as follows:

(a) Consultant shall not be liable to Client in any way for its Services that are performed in accordance with the Standard of Performance/Warranty provision above. Consultant shall not be liable for failure to discover any condition that, pursuant to the Standard of Performance/Warranty provision, could not reasonably have been discovered as a result of the Scope of Work.

(b) Client and Consultant agree that neither shall be entitled to recover from the other for any indirect, special or consequential damages, injuries, or losses including lost profits or lost opportunities, sustained as a result of their actions or inactions under the Scope of Work.

(c) To the extent Consultant fails to exercise reasonable care and skill in accordance and consistent with customary industry standards and such negligence causes harm to Client, Consultant's liability to Client for damage, injury or loss resulting from, arising out of or relating to such harm shall be limited to the amount paid to Consultant.

Arbitration Provision. Consultant and Client agree that any dispute related to this contract or any of Consultant's services is subject to mandatory arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Client and Consultant agree that the venue for the arbitration is Cleveland, Ohio.



September 11, 2017

Mr. Rick Kolar

Mentor City Schools

RE: Two Hour Asbestos Awareness Training

Page 4

Independent Contractor. The Consultant is an independent contractor retained to perform the Services, and is not an employee, partner or joint venturer of the Client. The Consultant is not authorized to sign or create any obligations or responsibility, express or implied, on behalf of or in the name of the Client in any manner whatsoever, without the express prior written consent of the Client.

Access to Job Site. Client grants to Consultant the right, exercisable from time to time, of entry to the Job Site by Consultant, its agents, employees, contractors, and subcontractors, if any, for the purpose of performing the Services as described in the proposal and for matters incidental thereto. Should Client not own the site, Client represents and warrants that it has authority and permission of the Job Site owner to grant Consultant this right of entry.

Job Site Activities. The Consultant is responsible only for its activities and those of its employees on the Job Site. The Consultant will not control and has no duty to control the operations of others on the Job Site. The Consultant has no responsibility for general Job Site safety. In addition, it is understood and agreed that the Consultant is not, and has no responsibility as, a handler, generator, operator, owner, treater, storer, transporter or disposer of hazardous or toxic substances or waste, or pollutants or contaminants, found at the Job Site.

Personal Services/Assignment. This Agreement is a personal services contract, and it is expressly agreed that the rights and interests of the Client and the Consultant may not be sold, transferred, assigned, pledged or hypothecated. This Agreement shall inure to the benefit of and be binding upon the parties hereto only. The parties do not intend that this Agreement should benefit any third party, and it is expressly agreed that the Consultant shall not be liable to any third party for any matter whatsoever arising out of or related to the Consultant's performance of any duty to the Client hereunder.

Testimony. In the event that EA is compelled, by subpoena or otherwise, to provide or produce documents or give testimony, whether at deposition, hearing or trial, in relation to services provided hereunder, then EA shall be compensated by Client for the associated reasonable expenses (including attorneys fees) and labor for EA's preparations and testimony based upon the EA rate schedule applicable at that time.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, oral or written, express or implied (including, without limitation, any bid, proposal or information contained in promotional literature), between the parties with respect to the subject matter hereof. Paragraph captions, table of contents, index, titles, headings, and running headlines contained in this Agreement or any general terms or conditions, do not affect, limit or cast light on the interpretation of the provisions to which they refer.

Amendment and Waiver. This Agreement shall not be amended or modified in any respect except by a written instrument signed by the parties hereto. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Ohio.

Invalid or Unenforceable Provisions. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid and unenforceable provisions were omitted.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

Payment Terms. Invoices are due and payable within 30 days from the date the Invoice is sent. A \$30.00 minimum charge may be applied to very small orders. The Consultant reserves the right to assess a late charge of the lesser of 1.5% per month or the maximum rate allowed by law on unpaid balances. The Client agrees to pay reasonable attorneys' fees, legal costs and other collection costs incurred by the Consultant in pursuit of past due payments. If payment remains past due 50 days from the date the invoice is sent, then the Consultant shall have the right to terminate this Agreement, and all reasonable demobilization and other termination costs will be paid by the client.